

1305522

Recorded OCT 31 1962 at 4:25 P.
Request of BACKWAY BACK IN A NEW
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
By AR. Haggard
Book 963 Page 607

BUILDING RESTRICTIONS \$ 3.00

Highland Drive Park

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situated in Salt Lake County, State of Utah:

All of HIGHLAND DRIVE PARK, a subdivision of part of Block 1, Ten Acre Plat "A", Big Field Survey, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah.

I

Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two automobiles, except that one detached single family dwelling or a duplex may be erected on each of Lots 1, 13, 16, 18, 19, 29, 30, 40, 41, 44 and 55.

II

Every dwelling erected on any of the lots in said subdivision shall have a ground floor area, exclusive of open porches or attached garages, of not less than 1,000 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and one-half story structure.

III

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of F. B. Malouf, Neil Malouf and Edward M. Ashton, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days, after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and its designated representative, shall cease on and after January 1st, 1960, thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

IV

No building shall be located on said residential building plot nearer than 25 feet to the front lot line nor nearer than 15 feet to any side street line.

V

No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

VI

No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part thereof shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VII

No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

VIII

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

IX

No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

X

An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

XI

All covenants and restrictions hereinstated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XII

If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions or restriction, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XIII

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided in XI hereof.

IN WITNESS WHEREOF, the grantors have caused their corporate names and seals to be hereunto affixed by their duly authorized officers this ~~September~~ ^{27th} day of ~~September~~ ^{October}, A. D. 1952.

WILFORD WARD, CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS

E. Calvin Pond
E. Calvin Pond, Bishop

Attest:

MALOUF INVESTMENT COMPANY, INC.

F. B. Malouf
President

Secretary

STATE OF UTAH

§
: ss

County of Salt Lake

On the ~~27th~~ ^{October} day of ~~September~~, A.D. 1952, personally appeared before me, E. CALVIN POND, personally known to me to be the Bishop of the WILFORD WARD, Church of Jesus Christ of Latter-Day-Saints, and acknowledged that he signed the foregoing instrument as Corporation Sole of the Wilford Ward Corporation of the Church of Jesus Christ of Latter-Day-Saints, and that said E. Calvin Pond acknowledged to me that the said corporation executed the same.

Robert F. Bachman
NOTARY PUBLIC

My Commission Expires:

Residence is: Salt Lake City, Utah

2/16/54

STATE OF UTAH

§
: ss

County of Salt Lake

On the ~~27th~~ ^{October} day of ~~September~~, A.D. 1952, personally appeared before me F. B. MALOUF and ~~DAISY MALOUF~~, who being by me duly sworn did say, each for himself, that he, the said F. B. Malouf is the president ~~and she, the said Daisy Malouf is the secretary~~ of MALOUF INVESTMENT COMPANY, INC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said F. B. Malouf ~~and Daisy Malouf~~ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Robert F. Bachman
NOTARY PUBLIC

My Commission Expires:

Residence is: Salt Lake City, Utah

2/16/54